

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS

United States Courts  
Southern District of Texas  
FILED

JUL 14 2025

Agness Mccurry, Etha Jones

§

Nathan Ochsner, Clerk of Court

Plaintiffs

§

v.

§

Case No. 4:25-cv-02278

Walmart Inc, Checkr Inc

§

Defendants.

§

**MOTION TO COMPEL ARBITRATION AND STAY LITIGATION**

Plaintiffs, Agness Mccurry and Etha Jones submit this motion to compel arbitration and stay litigation. Plaintiffs respectfully request the Court to enter an order staying all further proceedings in this case pending the completion of arbitration.

1. On May 19, 2025, Plaintiffs filed their original complaint against Walmart Inc and Checkr Inc asserting claims under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, et seq, Civil Rights Act 42 U.S.C § 1985 and the Racketeer Influenced and Corrupt Organizations Act (RICO) 18 U.S.C § 1961 et seq.

2. On June 6, 2025 and June 10, 2025, Counsel for Checkr and Walmart filed their unopposed motions for an extension of time to respond to the complaint docs 4 and 5.

3. On June 23, 2025, this Court granted Checkr's motion for an extension of time to respond to the complaint until July 12, 2025. No order was filed for Walmart that proposed a deadline of July 13, 2025. Both of these dates fall on weekends.

4. On July 8, 2025, Counsel for Walmart notified Plaintiffs that they will need an additional two-week extension to respond to the complaint. Counsel for Walmart also notified Plaintiffs of outstanding arbitration pending resolution of this case and required by Agness Spark Driver Dispute Resolution Agreement.

5. Counsel for Walmart proposed Plaintiffs voluntarily dismiss the lawsuit and proceed to arbitration.

6. Plaintiffs objected to Walmart's proposal and took guidance from the case *Johnson v. Checkr, Inc*, 4:23-cv-03329 to petition for a motion to compel arbitration and stay proceedings.

7. In the *Johnson* case, the Plaintiff filed a stipulation of dismissal after arbitration had successfully been completed on March 28, 2025. The case was terminated on March 31, 2025.

8. Walmart and Checkr oppose to Texas as the proper venue for this case but do not dispute the statute of limitations derived from the second injury of Checkr's background report that occurred while Agness resided in Texas.

9. Agness acknowledges that the complaint stated that has been a resident since February 2024. Agness recently obtained her greyhound bus ticket that showed that she arrived in Houston Texas March 21, 2024 See **Exhibit A of Greyhound Bus Ticket**.

10. Agness was then picked up by a friend and stayed in Brownsville Texas until she returned to Houston May 31, 2024 See **Exhibits B and C**. During Agness stay in Brownsville Texas Checkr run its second background report that denied Agness employment with Spark in Texas. Agness received the alert via text message and email as shown in the complaint doc 1 Page 11.

11. In Brownsville and Houston Agness was approved for services as a survivor of domestic violence and ongoing post separation abuse by her ex husband Benjamin McCurry support by the State of Tennessee See *McCurry v Judge Suzanne Cook et al*, 4:25-cv-02623.

12. Agness suffered housing and employment challenges caused by a conspiracy of the Defendants in this case and 4:25-cv-02623.

13. Agness was later approved for the Texas Address Confidentiality Program (ACP) later this year by the Texas Attorney Generals Office See **Exhibit D**.

14. On July 8, 2025, Walmart notified Plaintiffs that their FCRA and Civil RICO claims are covered by the arbitration agreement See **Exhibit E**.

15. Counsel for Checkr and Walmart dispute the venue of the Southern District of Texas without any evidence to support their contention.


16. Plaintiffs agree that all claims relevant to their lawsuit against Walmart and Checkr fall within the terms of Agness agreement to arbitrate as a former Spark Driver and are therefore subject to binding arbitration.

17. Plaintiff's agreement to arbitrate is subject to the Federal Arbitration Act ("FAA"), and Section 3 of the FAA requires a stay of all further proceedings pending the submission of Plaintiff's claims to arbitration.

Accordingly, the Plaintiffs respectfully request that the Court GRANT this Motion to Compel Arbitration and Stay Litigation pending the outcome of the arbitration.

Date July 13, 2025

Respectfully submitted,



**Agness Mccurry Pro Se**  
PO Box 12108 MC068  
Austin TX 78711-2108.



**Etha Jones, Pro Se**  
100 Civic Dr 108  
Hercules CA 94547

**CERTIFICATE OF SERVICE**

Plaintiffs hereby certify that a true and correct copy of this filing was served upon all counsel of record in this Courts CMF/ECF service list for 4:25-cv-02278 in accordance with the Federal Rules of Civil Procedure this July 13, 2025.



BOOKING NUMBER

314 810 8208

TICKET

Valid in both print and digital form

Wednesday, Mar 20, 2024

06:45 PM Knoxville Area Transit Bus Stop

100-110 Kirkwood St, 37914 Knoxville

Operated by Greyhound Lines



Route US0110 Greyhound

Direction Atlanta Bus Station

11:40 PM Atlanta Bus Station

You have 40 Min. for your transfer

12:20 AM Atlanta Bus Station

Mar 21

232 Forsyth St, 30303 Atlanta

Operated by Greyhound Lines



Route US0602 Greyhound

Direction Houston Bus Station  
(Greyhound)

Mar 21

05:05 PM Houston Bus Station (Greyhound)

7000 Harrisburg Blvd, 77011 Houston

## Additional information

Total price: USD 143.97

Manage My Booking: [shop.greyhound.com/rebooking](https://shop.greyhound.com/rebooking)Real-Time Info: [greyhound.com/track/order/3148108208](https://greyhound.com/track/order/3148108208)FAQ: [greyhound.com/help-and-info](https://greyhound.com/help-and-info)

The Terms and Conditions of Purchase of FlixBus Inc apply to the booking of tickets. You can find them at: [greyhound.com/terms-and-conditions-of-purchase](https://greyhound.com/terms-and-conditions-of-purchase). The Terms and Conditions of Travel of the respective carrier apply to carriage. These can be found at: [greyhound.com/terms-and-conditions-of-travel](https://greyhound.com/terms-and-conditions-of-travel). You will find the carrier/concession holder ("carrier") of your connection in the invoice. Travelling with our buses is without regard to race, color, creed, religion, gender, national origin or physical ability.



The same QR code is used for your entire journey



Adult

Agness McCurry

US0110

Seat

11B

US0602

Seat

6A



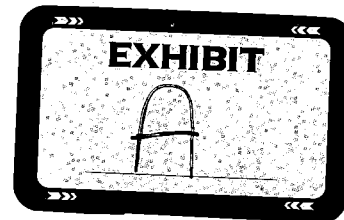
1 x Carry-on bag(s)

25 lbs · 16.5×12×7 in



1 x Stored bag(s)

50 lbs · 31.5×20×12 in

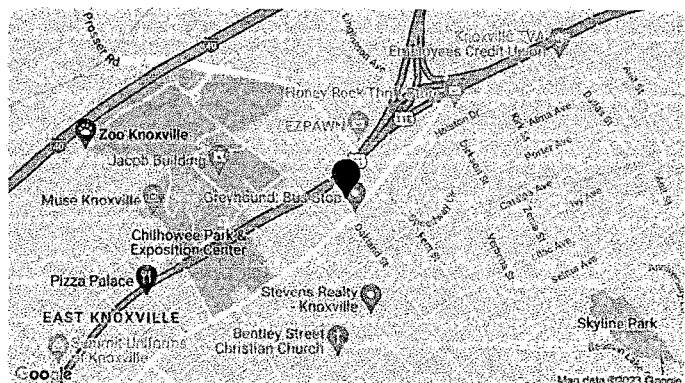


## Your checklist for your trip

- ☐ Arrive on time for boarding (usually 15 mins prior to departure)
- ☐ Double check dimensions and print baggage tag.  
More information at: [greyhound.com/travel-info/baggage](https://greyhound.com/travel-info/baggage)

## Your departure station

Knoxville Area Transit Bus Stop, 100-110 Kirkwood St, 37914 Knoxville



7/13/25, 11:12 PM

Gmail - Your Priceline itinerary for Houston, TX - Friday, May 31, 2024 (Trip #560-411-975-16)



Agness Mccurry &lt;agnessmccurry@gmail.com&gt;

**Your Priceline itinerary for Houston, TX - Friday, May 31, 2024 (Trip #560-411-975-16)**

1 message

Priceline &lt;info@travel.priceline.com&gt;

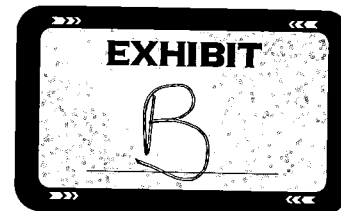
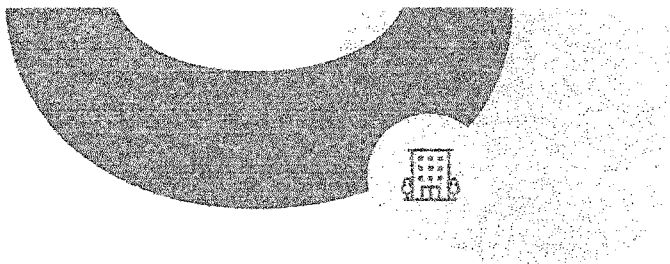
Fri, May 31, 2024 at 3:36 PM

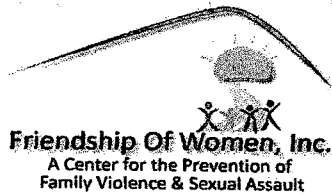
Reply-To: info@travel.priceline.com

To: agnessmccurry@gmail.com

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**Your trip is  
confirmed!****Your stay in Houston,  
Fri, May 31, 2024 - Sat, Jun 01, 2024**[View Full Itinerary](#)**Total Charged: \$21.08****: 560-411-975-16****Hotel confirmation number: Room 1: 4628466385 (Pincode: 7290)****1 Night(s), 1 Room(s)**

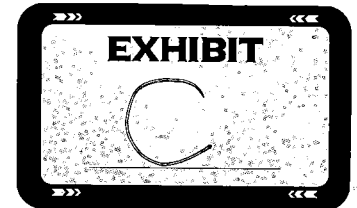


P. O. Box 3112  
Brownsville, TX 78523  
(956) 544-7412  
Fax: 541-7676

Date: Aril 11, 2024

To: Brownsville Housing Authority  
2602 Boca Chica Boulevard  
Brownsville, Texas 78521  
956-504-1910

From: Friendship of Women, Inc.  
Re: Agness Mccurry



Friendship of Women, Inc. is a non-profit organization established to provide emergency shelter and supportive services to victims of family violence and/or sexual assault and/or human trafficking. Our philosophy revolves around the empowerment of survivors to advance their roles, rights and well-being.

I would like to inform you that Agness Mccurry is a client receiving supportive services from our agency. Agness Mccurry is needing assistance with housing. Any assistance that you may provide to her would be greatly appreciated.

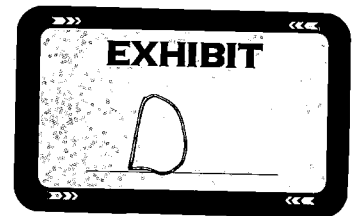
Friendship of Women, is appreciative of your collaboration. We are fortunate to have services like yourselves that are reaching out to help our communities. If I may assist you in any way, please feel free to contact me at the number listed above.

**\*\*This letter to be used for the above agency only**

Sincerely,

Perla Chavez  
Family Advocate/FOW





OFFICE OF THE ATTORNEY GENERAL  
CRIME VICTIM SERVICES DIVISION  
ADDRESS CONFIDENTIALITY PROGRAM

**Agness Mccurry**

Participant Name (Printed)

*Agness Mccurry*

Participant Name (Signed)

Expiration  
Date:  
**01/27/2028**

Authorized To Participate in the  
Address Confidentiality Program  
Tex. Code Crim. Proc. Art 58.059

ACP#:

**VA250203**

Not to be used as an ID

Program Participant May Receive Correspondence  
At the Below Address

**Agness Mccurry VA250203**

**P.O. Box 12108 MC068  
Austin, Texas 78711-2108**

For Questions Concerning  
The Address Confidentiality Program  
Or the Use of This Card Please Call:  
978.368.412-1122



Agness McCurry <agnessmccurry@gmail.com>

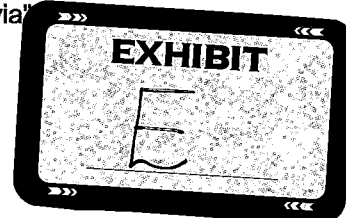
## McCurry, Agness, Jones, Etha v Walmart - Request for Extension of Response Deadline

Jones, Brooke <brooke.jones@ogletree.com>

Tue, Jul 8, 2025 at 10:50 AM

To: "ethaunited101@gmail.com" <ethaunited101@gmail.com>, Agness McCurry <agnessmccurry@gmail.com>

Cc: "Schroeder, Caitlin S." <caitlin.schroeder@ogletreedeakins.com>, "Mutwiwa, Baleigh Olivia" <baleigh.mutwiwa@ogletreedeakins.com>



Good morning, Ms. McCurry and Ms. Jones,

I wanted to touch base with you both on a couple of items. First, our client is currently out of the office and unavailable until July 14. In light of that, would you please let us know if you're agreeable to a final two-week extension of our current deadline to respond to your complaint?

Second, attached is a copy of the Dispute Resolution Agreement, which provides that all claims in this matter must be resolved through arbitration (beginning on page 5), including the RICO claims. In view of that provision, would you consider voluntarily dismissing your claims in this matter and proceeding according to the arbitration process outlined beginning on page 12?

Thank you. Please feel free to call me if you'd like to discuss any of this further.

Brooke

**Brooke Jones | Ogletree Deakins**

One Allen Center, 500 Dallas Street, Suite 2100 | Houston, TX 77002 | Telephone: 713-655-5787

brooke.jones@ogletree.com | www.ogletree.com | Bio

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**Non Disclosure and Dispute Resolution Agreement.pdf**  
256K